

RECLAMATION

Managing Water in the West

Solicitation No. 09SP308142
Contract No.
Total Small Business Set-Aside
Commercial Item Acquisition

Replica/Imitation Hard Hats IDIQ **Hoover Dam, Nevada**



U.S. Department of the Interior
Bureau of Reclamation
Lower Colorado Region
Boulder City, Nevada

2009

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SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 2	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 09SP308142	
6. SOLICITATION ISSUE DATE 05/29/2009		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Rita Horkan		b. TELEPHONE NUMBER (No collect calls) (702) 293-8036 ext.	
8. OFFER DUE DATE/ 06/15/2009 LOCAL TIME 4:00 pm		9. ISSUED BY Bureau of Reclamation, Lower Colorado Region Contracting Office, PO Box 61470 Boulder City, NV 89006-1470 TEL: () - ext. FAX: () - ext.		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100.00% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 453220 SIZE STANDARD: 5,000,001-10,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
12. DISCOUNT TERMS 10 days % 20 days % 30 days % days %		15. DELIVER TO LOWER COLORADO DAMS OFFICE HOOVER DAM WAREHOUSE HYW 93 BOULDER CITY, NV 89005 Attn: Manuel Montoya		16. ADMINISTERED BY Bureau of Reclamation, Lower Colorado Region Contracting Office, PO Box 61470 Boulder City, NV 89006-1470		17a. CONTRACTOR/OFFEROR CODE No Contractor Information Available	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER		18a. PAYMENT WILL BE MADE BY CODE Bureau of Reclamation, Reclamation Service Center-Finance & Acct Sv 84-27734 PO Box 25508 Denver, CO 80225-0508		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REF. _____ OFFER <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____
32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL

FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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PART A – CONTINUATION OF SF-1449

A.1 Block 10: ACQUISITION SET-ASIDE

This acquisition is 100 percent set-aside for small business (see Section B.3, 52.212-05 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items).

A.2 Block 11: DELIVERY INFORMATION – LOWER COLORADO DAMS FACILITIES OFFICE

(a) All supplies required under this contract shall be shipped F.O.B. destination to the following address:

Bureau of Reclamation
Lower Colorado Dams Facilities Office
Hoover Dam Warehouse
U.S. Highway 93
Boulder City, Nevada 89005

(b) Deliveries will be accepted between 7:30 A.M. to 3:30 P.M., Pacific Time, Monday through Friday. Point of contact for delivery information is Mr. Manuel Montoya, warehouseman, (702) 494-2803. For each delivery order, the contractor shall contact Laura Sandor, contracting officer's representative (COR), at (702) 494-2518, five calendar days prior to shipment.

A.3 Block 15: PERFORMANCE PERIOD

The period of performance for this contract is five years from the date of contract award. For each delivery order issued, the Government will specify a required delivery date.

A.4 Block 18b: SUBMISSION OF INVOICES

Upon completion of each delivery order, the Offeror shall submit an invoice to the following address: Department of Interior, Bureau of Reclamation, Attention Denise L. Colwell, LC-3130, P.O. Box 61470, Boulder City, NV 89006-1470.

For Overnight delivery, use physical address as follows: Department of Interior, Bureau of Reclamation, Attention Denise L. Colwell, LC-3130, 500 Fir Street, Boulder City, NV 89005.

A.5 Blocks 19 thru 24: SCHEDULE OF SUPPLIES/SERVICES

A. THE REQUIREMENTS

(1) Offerors shall furnish the items identified in this section, in accordance with the terms, conditions, and specifications contained in the contract.

(2) Offerors shall complete The Schedule and furnish any additional information required. Under the solicitation, the Government is obtaining competitive prices for a 5 year contract

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period under an Indefinite Delivery Indefinite Quantity (IDIQ) type contract. This contract will be a firm-fixed price type. The replica/imitation hard hats will be ordered by issuance of delivery orders. For each contract year, delivery orders will be issued on a firm-fixed price based upon the actual quantity ordered and the unit price in effect for the applicable contract year. Therefore, the prices proposed in The Schedule will not be subject to any adjustments over the life of the contract. The Offeror should ensure that the proposed prices identified in the Schedules are accurate, realistic, and take into consideration estimated future costs beyond the base period of contract performance, as well as the minimum and maximum order amounts. The proposed prices should include all costs necessary to ensure that required delivery dates are met based upon the Offeror's proposed delivery dates identified in Section D.6, Proposed Delivery Schedule.

(3) See Part B – Contract Clauses, paragraph B.2.(c) FAR 52.216-19 Order Limitations for minimum and maximum quantities. The maximum quantity of hats to be ordered under each delivery order will not be more than 35,000 and it is estimated that no more than 115,000 will be ordered per year. The minimum order amount to be ordered for the first contract year is 5,000 hats. The maximum order amount that could be ordered in a year is 115,000 hats with no more than 35,000 hats to be ordered under an individual delivery order. The specific number of hats to be ordered under each delivery order will be based on the needs of Hoover Dam and can be for any quantity not to exceed 35,000.

B. THE SCHEDULE

The Schedule					
19. Item No.	20. Supplies or Services	21. Estimated Qty	22. Unit	23. Unit Price	24. Amount
Schedule 1: Base Schedule/First Contract Year					
1-1	Furnish Replica/Imitation Hard Hats	115,000	EA	\$ _____	\$ _____
Schedule 2: Second Contract Year					
2-1	Furnish Replica/Imitation Hard Hats	115,000	EA	\$ _____	\$ _____
Schedule 3: Third Contract year					
3-1	Furnish Replica/Imitation Hard Hats	115,000	EA	\$ _____	\$ _____
Schedule 4: Fourth Contract Year					
4-1	Furnish Replica/Imitation Hard Hats	115,000	EA	\$ _____	\$ _____
Schedule 5: Fifth Contract Year					
5-1	Furnish Replica/Imitation Hard Hats	115,000	EA	\$ _____	\$ _____
Total for All Five Schedules					\$ _____

A.6 ACQUISITION METHOD

This procurement is being solicited and awarded using the procedures set forth in FAR Part 12 Acquisition of Commercial Items, FAR Subpart 13.5 Test program for Certain Commercial Items, and FAR Part 15 Contracting by Negotiation.

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A.7 TYPE OF CONTRACT

The Government contemplates award of one firm fixed-price contract resulting from this solicitation.

A.8 DELIVERY ORDER ISSUANCE PROCEDURES

(a) General. Delivery orders (DOs) will be issued under this contract in the form and manner set forth below.

(1) Any supplies to be furnished under this contract shall be ordered by issuance of delivery orders.

(1) DOs will be issued on a Firm-Fixed Price basis.

(2) DOs will be issued unilaterally by the Government.

(3) The Government shall order and the contractor shall furnish supplies costing the Government at least the minimum of 5,000 hats during the first contract year.

(4) Delivery orders will be executed on Optional Form (OF) 347 (Order for Supplies or Services). Any Bureau of Reclamation Contracting Officer whose duty station is the Lower Colorado Regional Office, Boulder City, Nevada, acting within the limits of his/her appointed authority under the Department of the Interior's Contracting Officer's Warrant System is authorized to issue delivery orders under The Schedule. Delivery Orders may be distributed by the following methods: U.S. Mail; FedEx Mail, Facsimile, and/or Electronic Mail.

(5) Each delivery order will include: date of order, contract number, delivery order number, contract item number, description, quantity, unit price, amount, accounting and appropriation data, and required delivery date. See Section D.6 Proposed Delivery Schedule.

(6) The contractor shall acknowledge receipt and acceptance of each delivery order in writing within one (1) day of its issuance.

(7) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for similar services.

A.9 Buy American Act--Supplies

FAR Clause 52.225-01, Buy American Act-Supplies, is incorporated by referenced under Section B.3, 52.212-05 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items. In accordance with FAR 25.001, The Buy American Act restricts the purchase of supplies, that are not domestic end products, for use within the United States. Per FAR 25.101, for manufactured end products, the Buy American Act uses a two-part test to define a domestic end product: (1) The article must be manufactured in the United States, and (2) The cost of the domestic components must exceed 50 percent of the cost of all the components. A foreign end product may be purchased if the contracting officer determines that the price of the lowest domestic offer is unreasonable or if another exception applies in accordance with FAR subpart 25.1. Per Section D.4, 52.212-03 Offeror Representations and

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Certifications – Commercial Items, the Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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PART B – CONTRACT CLAUSES

B.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses:

Federal Acquisition Regulations (FAR) clauses - <http://www.arnet.gov/far>;
Department of the Interior Acquisition Regulations (DIAR) clauses -
<http://www.ios.doi.gov/pam/aindex.html>; and
Reclamation Acquisition Regulations (RAR) clauses -
<http://www.usbr.gov/pmts/acquisitions/rar.html>

In addition, the clauses can be identified as follows:

FAR - by the number prefix 52, e.g. 52.252-01, etc.;
DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70; and
RAR - by the number prefix 1452 and number suffix of -80, e.g. 1452.201-80.

The following referenced clauses are hereby incorporated into and made a part of this contract

Clause	Title	Date
52.212-04	Contract Terms and Conditions--Commercial Items	March 2009

B.2 ADDENDUM TO 52.212-04 CONTRACT TERMS AND CONDITIONS-- February 2007 COMMERCIAL ITEMS

a. CLAUSES INCORPORATED BY REFERENCE

The following additional clauses are incorporated into the solicitation as provided for in Paragraph B.1 above.

Clause	Title	Date
52.233-04	Applicable Law for Breach of Contract Claim (Oct 2004)	October 2004

b. 52.216-18 ORDERING October 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award until the final day of the contract term. Delivery orders which are not completed by the time the final contract term has expired will continue until completion (as if the contract term is still active).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

c. 52.216-19 ORDER LIMITATIONS

October 1995

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than 5,000 hats per contract year, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **Maximum order.** The Contractor is not obligated to honor—

(1) Any order for a single item in excess of 35,000;

(2) Any order for a combination of items in excess of 575,000; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

d. 52.216-22 INDEFINITE QUANTITY

October 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. ***The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.***

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” ***The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”***

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract

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shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the contract.

B.3 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS APRIL 2009

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___ Alternate I (AUG 2007) 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5).
- ___ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).
- ___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- ___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (7) [Reserved]
- X** (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
___ (ii) Alternate I (OCT 1995) of 52.219-6.
___ (iii) Alternate II (MAR 2004) of 52.219-6
- ___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
___ (ii) Alternate I (OCT 1995) of 52.219-7.
___ (iii) Alternate II (MAR 2004) of 52.219-7
- X** (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
___ (ii) Alternate I (OCT 2001) of 52.219-9.
___ (iii) Alternate II (OCT 2001) of 52.219-9.
- X** (12) 52.219-14, Limitations on Subcontracting (DEC1996) (15 U.S.C. 637(a)(14)).

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___ (13) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

X (18) 52.219-28, Post Award Small Business Program Representations (APRIL 2009) (15 U.S.C. 632(a)(2)).

X (19) 52.222-3, Convict Labor (JUNE 2003) (E.O.11755).

X (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

X (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

X (31) 52.225-1, Buy American Act-Supplies (FEB 2009) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub.L. 108-77,108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C 5150).

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___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 307(f)).

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (NOV 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor

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Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub.L. 110-252, Title VI, Chapter 1 (41. U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(vii) 52.222-39 Notification of Employee Rights Concerning Union Dues or Fees (Dec 2004) (E.O. 13201)

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g).

____Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

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(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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PART C -- CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

C.1 LIST OF ATTACHMENTS

Item No.	Title	No. of Pages
Attachment 1	Statement of Work	1
Attachment 2	Previous Pricing History	1
Attachment 3	Pictures of Sample Replica/Imitation Hard Hat	1
Attachment 4	Reclamation Seal	1

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PART D -- SOLICITATION PROVISIONS

D.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a provision may be accessed electronically at the following addresses:

Federal Acquisition Regulations (FAR) provisions - <http://www.arnet.gov/far>;
Department of the Interior Acquisition Regulations (DIAR) provisions -
<http://www.ios.doi.gov/pam/aindex.html>; and
Reclamation Acquisition Regulations (RAR) provisions -
<http://www.usbr.gov/pmts/acquisitions/rar.html>

In addition, the provisions can be identified as follows:

FAR - by the number prefix 52, e.g. 52.252-01, etc.;
DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70; and
RAR - by the number prefix 1452 and number suffix of -80, e.g. 1452.201-80.

The following provisions are hereby incorporated into and made a part of this solicitation. Failure to comply with these provisions may result in the offer being determined non-responsive.

Clause	Title	Date
52.212-01	Instructions to Offerors--Commercial Items	June 2008
52.216-27	Single or Multiple Awards	October 1995
1452.215-80	Source Evaluation and Selection Procedures – Bureau of Reclamation	May 2005

a. Paragraph (h) to 52.212-01 does not apply to this acquisition. Multiple awards will not be made on this acquisition. To be considered for award, Offerors must provide an offer for all items in the Schedule and only one contract award will be made. Offerors not providing prices for all items will be considered unacceptable and shall not be considered for award.

D.2 ADDENDUM TO 52.212-01 INSTRUCTIONS TO OFFERORS – September 2006 COMMERCIAL ITEMS

a. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

Clause	Title	Date
1452.222-80	Notice of Applicability--Cooperation with Authorities and Remedies - Child Labor--Bureau of Reclamation	January 2004
1452.225-82	Notice of World Trade Organization Government Procurement Agreement Evaluations--Bureau of Reclamation	May 2005

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b. 1452.215-71 USE AND DISCLOSURE OF PROPOSAL
INFORMATION

APRIL 1984

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full

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consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

c. 1452.211-80 NOTICE OF INTENT TO ACQUIRE METRIC PRODUCTS AND SERVICES -- BUREAU OF RECLAMATION MARCH 1993

(a) Metric Transition Plan. The Department of the Interior on December 6, 1991, issued a Metric Transition Program (Part 758 Department Manual Chapter 1) to establish and describe the program's policies and responsibilities. The Bureau of Reclamation (Reclamation), has developed a Metric Transition Plan to implement metrication in Reclamation. This plan describes Reclamation's overall strategy for using the metric system, defines general requirements and procedures for carrying out the transition, and details the tasks with milestones for Reclamation offices to complete.

(b) The Omnibus Trade and Competitiveness Act of 1988 (Trade Act).

(1) Section 5164 of Public Law 100-418, the Trade Act, amended the Metric Conversion Act of 1975 and designated the metric system of weights and measures for United States trade and commerce.

(2) The Trade Act establishes September 30, 1992, as the implementation date (to the extent economically feasible) for Federal agencies to use the metric system of measurement in its procurements, grants, and other business-related activities.

(3) The Trade Act permits exceptions to the use of the metric system to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms, such as when foreign competitors are producing competing products in non-metric units.

(4) As a result of the Trade Act, the President issued Executive Order 12770 dated July 25, 1991, to implement the congressional designation of the metric system as the preferred system of weights and measures for United States trade and commerce.

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(c) Bureau of Reclamation Implementation. As a result of the Trade Act, Reclamation will, to the maximum extent practicable, use hard conversion and soft conversion metric systems in designing its construction projects, eventually phasing out use of the soft conversion metric system. Exceptions to this policy will only be made when such use is impractical, produces inefficiencies or market losses, or is not economically feasible.

(d) Expected Results. Reclamation expects its support of the metric system to result in increased use of the metric system by U.S. contractors, thereby increasing their ability to compete in the international marketplace. Increasing use of the metric system by U.S. contractors will eliminate possible restrictions on their bidding in the international marketplace and will eliminate any impact of economic blocks by metric countries restricting the acceptance of non-metric products.

d. 1452.215-81 GENERAL PROPOSAL INSTRUCTIONS

January 1998

In addition to the requirements of the Instructions to Offerors – Commercial Items provision of this solicitation, each offeror shall submit a proposal in accordance with the instructions contained in this provision.

(a) General contents. Each proposal shall:

- (1) Be specific and complete in every detail;
- (2) Conform to all solicitation provisions, clauses, or other requirements;
- (3) Be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed, where appropriate); and
- (4) Contain appropriately numbered pages of each volume or part.

(b) Arrangement of Proposal. The proposal shall consist of two physically separated volumes, individually entitled as stated below. The required number of copies for each volume are shown below:

Volume	Title	Copies Required
I	Representations, Certifications, and Other Statements of Offerors.	1
II	Pricing Proposal	2
	Sample Replica/Imitation Hat	1

(c) Separation of volumes. All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. **The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for receipt of proposals and the name and address of the offeror, in order to prevent mishandling.**

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(d) Representations, certifications, and other offeror statements (**Volume I**). Volume I shall incorporate the other Volumes by reference, but shall not physically include them. It shall consist of:

(1) A fully executed Solicitation, Offer, and Award form (SF-1449) required by Part A, of this solicitation. It shall be used as the cover sheet (or first page) of each copy of Volume I.

(2) Fully executed and completed offeror representations, certifications, and acknowledgments required by Part D, Section D.4 Offeror Representations and Certifications – Commercial Items; including a complete printout from the Online Representations and Certifications Application (ORCA). If the Offeror has elected not to complete the 52.225-2 Buy American Act Certificate provision in ORCA, then information pertaining to this provision must be submitted to the Government with the individual offer/proposal (i.e., the Offeror must identify any Foreign End Products and the Country of Origin for each contract line item of The Schedule).

(3) Additional information required by the solicitation to be furnished by the offeror which is not required to be obtained in another volume of the proposal.

(4) Make or Buy Program (if applicable); any waivers of any solicitation provisions or contract clauses,

(6) A summary of any exemptions from, or deviations to, any other solicitation requirements.

(7) Fully executed completed Section D.5, Contractor's Administration Personnel.

(8) Fully executed completed Section D.6, Proposed Delivery Schedule.

(9) Acknowledgement of any Amendments, if applicable.

(10) Offerors shall be required to provide three past performance references who may be contacted for further information regarding past performance. For each reference, the Offeror shall provide: (1) Commercial Customer/Government Agency and Address, (2) Point of Contract, (3) Telephone Number, (4) Name of project/description of the work, and (5) contract number, date and type (if applicable).

(e) Technical Proposal. A written technical proposal is not required to be submitted. However, Offerors shall be required to submit a sample replica/imitation hat as part of its proposal in order to ensure that it meets Hoover Dam's requirements and will be fit for use for the particular purpose described in the contract. The sample hat must include the two stickers/imprints (i.e., Reclamation seal and the words Hoover Dam and the Bureau of Reclamation's website URL) meeting the requirements of Attachment 1, Statement of Work. The sample hat shall be clearly labeled with the Offeror's company name, address, and solicitation number (09SP308142). **An offer will be rejected as nonresponsive if the sample replica/imitation hard hat fails to conform to requirements of Attachment 1, Statement of Work. Offerors should furnish (and submit associated pricing, see Section D.3, 52.212-02 Evaluation--Commercial Items) a hat which meets the minimum requirements of the Government, as identified in the Statement of Work.**

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(f) Pricing Proposal (Volume II). Offerors shall complete Part A, Section A.5.B The Schedule. Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

e. 1452.215-83 PRICING PROPOSAL INSTRUCTIONS -- BUREAU OF RECLAMATION JANUARY 1998

(a) General. The pricing proposal shall be identified **as Volume II** of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be a coherent document free of internal inconsistencies and should be consistent with Attachment 1 of the Statement of Work. Offerors are hereby notified that even though cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3 contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the pricing proposal:

(1) Table of contents. The Table of Contents shall list all sections of the pricing proposal. Any modifications or revisions to the proposal, up to the date of agreement on price, shall include an updated Table of Contents;

(2) Enclosures. A list shall be included of all enclosures, attachments, tables, drawings, charts, and any other material which summarize data or information contained or referenced in the pricing proposal.

(3) Pricing proposal breakdown. **The offeror shall submit the completed Section A.5.B The Schedule (Part A of this solicitation) with its proposed total prices/costs for each contract line item (Schedule 1, item 1-1; Schedule 2, item 2-1; Schedule 3, item 3-1; Schedule 4, item 4-1; and Schedule 5, item 5-1), including a total price for all five schedules.**

Per Attachment 1, Statement of Work, the item description of imprints or stickers could be altered by Reclamation's VI Corporate Materials Committee at any time and the contractor will be required to comply with any changes which will be incorporated by a bilateral contract modification with the mutual agreement of the parties. As part of its pricing proposal, the offeror shall identify a portion of the Unit Price amount (for each contract year) which would be a fair proportion of the cost required to prepare the imprints. This pricing information will not be used to evaluate the Offeror's proposal prices but will be used for informational purposes as a baseline for determining price reasonableness in the event any contract changes are required to be made to the imprints which would result in an increase in the contractor's proposed Unit prices for

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each contract year. Offerors shall identify also the method of application for the imprint or stickers in its proposal.

Offerors are hereby notified that even though additional data to support proposed prices are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary.

(d) Cost Information in Other Volumes. No cost information shall be included in any other volume of a proposal.

(e) Page Numbering. All pages in the cost proposal should be consecutively numbered (including pages with tables and exhibits). The offeror shall clearly identify all exhibits and supporting information.

(f) Rounding of Costs. All price or cost amounts proposed shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to one decimal place.

(g) Alternate Proposals. If submission of alternate technical proposals is permitted by the General Proposal Instructions -- Bureau of Reclamation provision of this solicitation, the offeror shall submit a separate, detached pricing proposal conforming to the requirements of this provision for each alternate submitted. The alternate pricing proposal(s) shall be clearly labeled and identified.

D.3 52.212-02 EVALUATION - COMMERCIAL ITEMS

JANUARY 1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

LOWEST PRICE

The Government may determine that an offer is unacceptable if the prices identified in The Schedule are significantly unbalanced for Schedule 1, Schedule 2, Schedule 3, Schedule 4, and Schedule 5.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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D.4 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - FEBRUARY
COMMERCIAL ITEMS 2009

An offeror shall complete **only paragraph (b)** of this provision if the offeror **has** completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror **has not** completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete **only paragraphs (b) through (k)** of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except -

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87; Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate.

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

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(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force of humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined in 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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(2) Whose management and daily business operations are controlled by one or more women.

"Women owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representation and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, **the offeror verifies by submission of this offer** that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, **and applicable to this solicitation** (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.

{Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents,

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for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women owned business concern (other than small business concern). [Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

Number of Employees		Average Annual Gross Revenues	
<input type="checkbox"/>	50 or fewer	<input type="checkbox"/>	\$1 million or less
<input type="checkbox"/>	51 100	<input type="checkbox"/>	\$1,000,001 \$2 million
<input type="checkbox"/>	101 250	<input type="checkbox"/>	\$2,000,001 \$3.5 million
<input type="checkbox"/>	251 500	<input type="checkbox"/>	\$3,500,001 \$5 million
<input type="checkbox"/>	501 750	<input type="checkbox"/>	\$5,000,001 \$10 million
<input type="checkbox"/>	751 1,000	<input type="checkbox"/>	\$10,000,001 \$17 million
<input type="checkbox"/>	Over 1,000	<input type="checkbox"/>	Over \$17 million

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(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each

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HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It [] has, [] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It [] has, [] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60 1 and 60 2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) **Buy American Act Certificate.** (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225 1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

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(2) Foreign End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act Free Trade Agreements Israeli Trade Program Certificate. (Applies only if the clause at FAR 52.225 3, Buy American Act Free Trade Agreements Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act Free Trade Agreements Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli end products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

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Other Foreign End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act Free Trade Agreements Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225 3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ABuy American Act Free Trade Agreements Israeli Trade Act":

Canadian End Products:

Line Item No.:

(List as necessary)

(3) Buy American Act Free Trade Agreements Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225 3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ABuy American Act Free Trade Agreements Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225 5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S. made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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(ii) The offeror shall list as other end products those end products that are not U.S. made or designated country end products.

Other End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the government will evaluate offers of U.S. made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S. made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly -

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufacture outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror [] does [] does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If

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the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS recorded to verify accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency of instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN or common parent:
- Name _____
- TIN _____

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

D.5 CONTRACT ADMINISTRATION PERSONNEL

The designated contractor official who will be in charge of overall administration of this contract is:

Name:	
Address:	
Phone No.:	
E-mail Address:	
Facsimile:	

D.6 PROPOSED DELIVERY SCHEDULE

The Government will specify a required delivery date in each delivery order issued under the IDIQ contract. The delivery date established in each delivery order will be based on the

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contractor's proposed delivery schedule identified below. The successful Offeror who is awarded a contract under this request for proposal **shall be required to meet the delivery date as proposed.** Therefore, Offerors should propose a realistic delivery schedule that is able to be met given the ordering limitations identified in Part B, Section B.2.c., FAR 52.216-19, Order Limitations.

Offeror's Proposed Delivery Schedule	
Item Description	Within Days After the Date of Receipt of a Written Delivery Order
Furnish Replica/Imitation Hats	

Attachment 1
Statement of Work

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STATEMENT OF WORK

The Bureau of Reclamation, Lower Colorado Dams Office, has a requirement for a contractor to furnish replica/imitation hard hats in order to differentiate from those visitors who will be taking the Dam Tour versus the Power Plant Tour at Hoover Dam. Hoover Dam is located in Clark County, Nevada, approximately 29 miles southeast of Las Vegas, Nevada.

The contractor shall be required to supply yellow colored, lightweight plastic hats that are a replica (imitation) of a construction hard hat. They should be a minimum of 0.010 or 1/100th of an inch thick and resemble a construction hard hat, do not provide safety protection and do not require a chin strap or suspension liner. They will contain two (2) stickers or imprints which will be supplied and applied to the hat by the contractor. One sticker/imprint **(to be placed on the front of the hat)** will be Reclamation's Seal. The Reclamation seal must be black lettering, oval shaped, with no background fill (black on white) within the oval shape, centered, and approximately 1 inch by 2.5 inch in size. See Part C--Contract Documents, Exhibits or Attachments, Attachment 4, for a picture which depicts the seal. After award of the contract, the Government will provide the contractor with a good, high-quality electronic or print copy of the seal that can be used for the imprint on the hat. The other sticker/imprint **(to be placed on the back of the hat)** will contain the words "Hoover Dam" and the Bureau of Reclamation's web site URL "<http://www.usbr.gov>". The words "Hoover Dam" will be centered, approximately 2.75 inches long and black Arial font. The Bureau of Reclamation web site URL <http://www.usbr.gov> will be centered underneath the words Hoover Dam, approximately 1.5 inches long and black aerial font. See Part C--Contract Documents, Exhibits or Attachments, Attachment 3, for a picture of a sample hat. After the contract has been awarded, the item description of imprints or stickers could be altered by Reclamation's VI Corporate Materials Committee at anytime and the contractor will have to comply with the changes. Any such changes will be incorporated by a bilateral contract modification in accordance with FAR Clause 52.212-4 Contract Terms and Conditions--Commercial Items.

The Hoover Dam Bypass Bridge project is expected to be completed in 2010. It is anticipated that the bridge will divert all through traffic on U.S. Highway 93 across the Colorado River approximately ¼ mile downstream of Hoover Dam. The number of replica/imitation hats required by Hoover Dam is contingent upon the number of tour tickets sold. The historical pattern of visitation at Hoover Dam could be impacted by the diversion of traffic.

CHANGES TO THE TYPE OF NOVELTY HAT TO BE FURNISHED

If at any time during the 5 year IDIQ contract, the contractor decides to supply a different replica hard hat than what was furnished as part of its original proposal furnished in response to solicitation No. 09SP308142, a new sample hat must be submitted for approval by the Contracting Officer's Representative prior (COR) to any such changes. The contractor cannot supply a different replica hard hat without the prior written approval of the COR.

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Attachment 2
Previous Pricing History

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Solicitation No. 09SP308142 – Replica/Imitation Hard Hats IDIQ, Hoover Dam, Nevada
Attachment 2

PREVIOUS PRICING HISTORY

Purchase Order Number	Vendor	Quantity of Hats Ordered	Price
09PG301123	Trase USA Inc.	30,000	\$9,600.00
08PG301119	One Source LLC	96,000	\$37,440.00
08BC301087	Logo Mania	10,000	\$9,700.00

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Attachment 3
Pictures of Sample Replica/Imitation Hard Hat

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Solicitation No. 09SP308142 – Replica/Imitation Hard Hats IDIQ, Hoover Dam, Nevada
Attachment 3

Reclamation Seal in black, centered on the front of the hat, size approximately 1 inch by 2.5 inches.



On the back of the hat place the text "Hoover Dam" will be inserted in Arial font, approx. 2.75 inches long.

The text "<http://www.usbr.gov>" will be inserted and centered underneath the words Hoover Dam, in black lettering and Arial font, approx. 1.5 inches long.

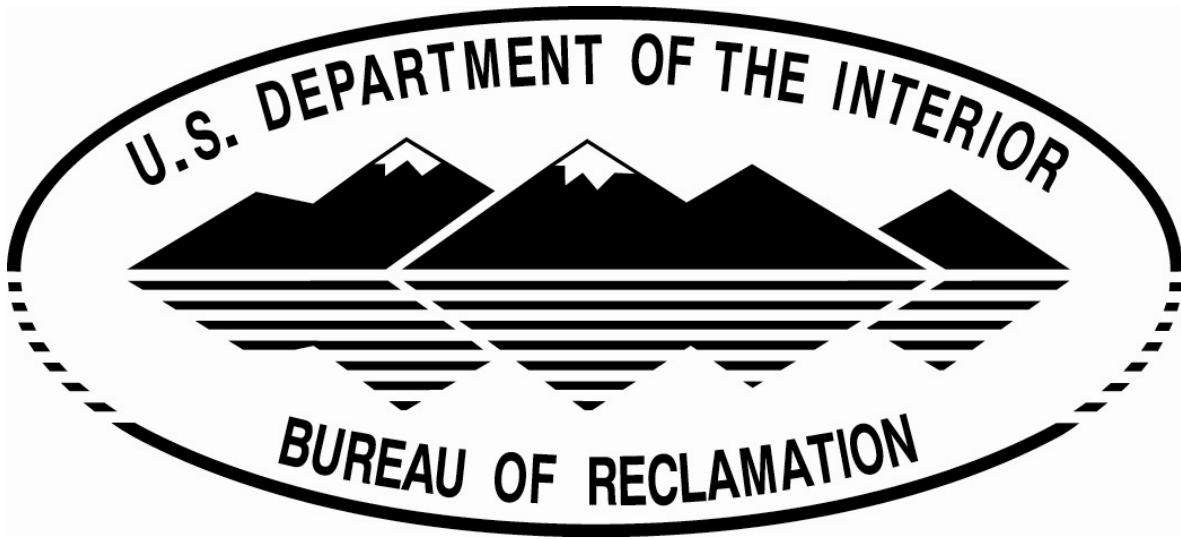


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Attachment 4
Reclamation Seal

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Solicitation No. 09SP308142 – Replica/Imitation Hard Hates IDIQ, Hoover Dam, Nevada
Attachment 4



Actual Size - 1" x 2.5"

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